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EXHIBIT F10

SEWAGE TREATMENT AGREEMENT, DATED  
DECEMBER 23, 1996, BY AND BETWEEN  
EAST GOSHEN TOWNSHIP, EAST GOSHEN  
MUNICIPAL AUTHORITY, AND  
THE TOWNSHIP OF WILLISTOWN – (PHILLIPS)

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## **SEWAGE TREATMENT AGREEMENT**

**THIS AGREEMENT**, made the 23<sup>RD</sup> day of DECEMBER, 1996 by and among **EAST GOSHEN TOWNSHIP** ("East Goshen"), **EAST GOSHEN MUNICIPAL AUTHORITY** ("East Goshen Authority") and **WILLISTOWN TOWNSHIP** ("Willistown").

### **WITNESSETH:**

**WHEREAS**, Lawrence and Pamela Phillips ("Phillips") own a residence ("residence") in Willistown Township located at 59 Line Road, Malvern, PA 19533 which utilizes a on-lot sewage disposal system; and

**WHEREAS**, the Phillips are constructing an addition to their residence ; and

**WHEREAS**, the Chester County Health Department requires that the Phillips expand their existing system to service the addition; and

**WHEREAS**, the Chester County Health Department has determined that the Phillips' property is unsuitable for an on-lot system; and

**WHEREAS**, the Phillips have requested and been granted permission to connect to the East Goshen public sewer system; and

**WHEREAS**, the purpose of this agreement is to set forth the terms and conditions by which the sewage generated by Phillips residence shall be received and treated by East Goshen at the Ridley Creek Sewage Treatment Plant.

**NOW THEREFORE**, the parties hereto, each binding itself, its successors and assigns, and each representing that it has the proper legal authority to enter into this agreement, do mutually represent, covenant and agree as follows:

1. Subject to the payment of the tapping fee and inspection fee and subject also to the limitations of this agreement, East Goshen and East Goshen Authority grant Willistown the right to discharge sewage wastes from the Phillips residence at 59 Line Road, Malvern, PA into the East Goshen Sewage System for treatment. Such discharge shall be made into East Goshen's Ridley Creek sewage collection system located in East Goshen Township. No other sewage from Willistown shall be discharged into the East Goshen Sewage System. East Goshen and East Goshen Authority agree to reserve sufficient capacity in the East Goshen Sewage System to receive and treat the sewage generated by the Phillips residence.

2. East Goshen and East Goshen Authority reserve the right at any time to divert the Willistown sewage to any other treatment facility of the East Goshen Sewage System. Willistown reserves the right at any time to divert the Willistown sewage to any other treatment facility of its

system, in which event East Goshen's and East Goshen Authority's obligation to receive Willistown sewage wastes pursuant to this agreement shall terminate.

3.. East Goshen shall be responsible for the maintenance and repair for the entire collection system including the portion within Willistown Township. Willistown hereby grants East Goshen and/or East Goshen Authority the right to enter upon their streets and/or easements, as necessary, in order to effect repairs or perform maintenance on the collection system. East Goshen and/or East Goshen Authority shall repair and restore all disturbed areas of land in Willistown resulting from such repairs and maintenance.

5. Willistown agrees to permit no discharges into the collection system other than domestic waste and agrees to abide by all East Goshen regulations governing the discharge of waste into the East Goshen Sewage System.

6. Willistown shall be responsible for the billing of the Phillips, their successors and assigns, for sewage service. East Goshen shall bill Willistown on a calendar quarter basis and at the regular residential sewer rental charge according to the East Goshen sewer rate ordinance for treatment of the waste generated by the residence. Payment shall be made by Willistown within 30 days of delivery of the bill.

7. Any party hereto, or its duly authorized representative, shall at all reasonable times be permitted to enter upon properties of the other for the purpose of inspection, observation, measurement, sampling and testing in order to carry out the purposes and intent of this agreement.

IN WITNESS WHEREOF, the parties have caused these presents to be executed and their respective corporate seals affixed the day and year first above written.

ATTEST:

*[Signature]*

EAST GOSHEN TOWNSHIP

BY:

*[Signature]*

ATTEST:

*[Signature]*

EAST GOSHEN MUNICIPAL AUTHORITY

BY:

*[Signature]*

ATTEST:

*[Signature]*

WILLISTOWN TOWNSHIP

BY:

*[Signature]*